

COLLECTIVE BARGAINING AGREEMENT

ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|-------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Cashier-dietary | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Cook's helper | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Dietary clerk | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Dietary worker | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| First cook | 671.43 | 699.62 | 698.78 | 720.61 | 719.74 | 742.23 | 741.34 | 764.50 |
| Housekeeping worker | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Laundry worker II | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Laundry worker I | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Lead dietary worker | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Lead Housekeeper | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Nursing attendant | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Pot washer | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Presser | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Second cook | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| Senior nursing attendant | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Sewing machine operator | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Soiled laundry handler | 522.11 | 544.03 | 543.37 | 560.35 | 559.67 | 577.16 | 576.46 | 594.47 |
| Third cook/special order cook | 586.06 | 610.67 | 609.93 | 628.99 | 628.23 | 647.86 | 647.08 | 667.30 |
| Ward clerk | 524.75 | 546.79 | 546.13 | 563.19 | 562.51 | 580.09 | 579.39 | 597.49 |
| Washer | 549.11 | 572.17 | 571.48 | 589.34 | 588.63 | 607.02 | 606.29 | 625.23 |
| Waxer stripper | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |

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| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|-------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Ambulance attendant..... | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |
| Ambulance driver | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Ambulance driver/attendant | 637.32 | 664.08 | 663.27 | 684.00 | 683.17 | 704.52 | 703.67 | 725.66 |
| Carpenter A | 674.23 | 702.54 | 701.69 | 723.62 | 722.75 | 745.33 | 744.43 | 767.69 |
| Carpenter B | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| Carpenter's helper..... | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Central supply attendant | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Electrician A | 694.20 | 723.35 | 722.47 | 745.05 | 744.15 | 767.40 | 766.47 | 790.42 |
| Electrician B | 640.14 | 667.02 | 666.21 | 687.03 | 686.20 | 707.64 | 706.79 | 728.87 |
| Electrician's helper | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Engineer - two licenses if required | 1001.75 | 1043.82 | 1042.55 | 1075.13 | 1073.83 | 1107.38 | 1106.04 | 1140.60 |
| Fireman | 591.75 | 616.60 | 615.86 | 635.10 | 634.33 | 654.15 | 653.35 | 673.77 |
| Groundskeeper | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |
| Incinerator Attendant | 568.79 | 592.67 | 591.95 | 610.45 | 609.71 | 628.76 | 628.00 | 647.62 |
| Lead Carpenter | 716.92 | 747.02 | 746.12 | 769.43 | 768.50 | 792.51 | 791.56 | 816.29 |
| Lead Electrician | 756.78 | 788.56 | 787.61 | 812.22 | 811.24 | 836.59 | 835.58 | 861.69 |
| Lead Painter | 668.55 | 696.62 | 695.78 | 717.52 | 716.66 | 739.05 | 738.16 | 761.22 |
| Lead Plumber | 731.11 | 761.81 | 760.88 | 784.66 | 783.71 | 808.20 | 807.23 | 832.45 |
| Maintenance mechanic | 640.14 | 667.02 | 666.21 | 687.03 | 686.20 | 707.64 | 706.79 | 728.87 |
| Maintenance worker | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Mason-plasterer | 660.02 | 687.74 | 686.91 | 708.37 | 707.51 | 729.62 | 728.74 | 751.51 |
| Morgue attendant | 560.44 | 583.97 | 583.26 | 601.49 | 600.76 | 619.53 | 618.78 | 638.12 |

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|-------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Motor vehicle operator..... | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Painter A..... | 614.50 | 640.30 | 639.53 | 659.51 | 658.72 | 679.30 | 678.48 | 699.68 |
| Painter B..... | 591.75 | 616.60 | 615.86 | 635.10 | 634.33 | 654.15 | 653.35 | 673.77 |
| Painter's helper..... | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Plumber A..... | 685.67 | 714.46 | 713.59 | 735.89 | 735.00 | 757.97 | 757.05 | 780.71 |
| Plumber B..... | 623.08 | 649.24 | 648.46 | 668.72 | 667.91 | 688.78 | 687.94 | 709.44 |
| Plumber's helper..... | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Stationary engine-one license reqrd | 859.17 | 895.25 | 894.17 | 922.11 | 920.99 | 949.77 | 948.62 | 978.26 |
| Trades helper..... | 532.71 | 555.08 | 554.41 | 571.73 | 571.04 | 588.88 | 588.17 | 606.55 |
| Accounting clerk..... | 549.11 | 572.17 | 571.48 | 589.34 | 588.63 | 607.02 | 606.29 | 625.23 |
| Accounts pay/receivable clerk. | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Admin/exec/secretary III..... | 637.32 | 664.08 | 663.27 | 684.00 | 683.17 | 704.52 | 703.67 | 725.66 |
| Admitting clerk..... | 546.19 | 569.13 | 568.44 | 586.20 | 585.50 | 603.79 | 603.06 | 621.90 |
| Cashier (business office)..... | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Clerk..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Clerk/typist..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Key punch operator..... | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Mallroom clerk..... | 522.11 | 544.03 | 543.37 | 560.35 | 559.67 | 577.16 | 576.46 | 594.47 |
| Medical records/coding clerk..... | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Payroll clerk..... | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |
| Receptionist..... | 527.43 | 549.58 | 548.92 | 566.07 | 565.38 | 583.05 | 582.34 | 600.54 |

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|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Registrar | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Secretary I | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Senior secretary/secretary II | 605.94 | 631.39 | 630.63 | 650.33 | 649.54 | 669.84 | 669.03 | 689.94 |
| Telephone operator | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Typist/transcriptionist (medical) .. | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Typist/transcriptionist | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |
| ADA dietitian | | | | | | | | |
| 0-2 Years | 796.46 | 829.91 | 828.91 | 854.81 | 853.77 | 880.45 | 879.38 | 906.86 |
| 2-4 Years | 815.43 | 849.67 | 848.64 | 875.16 | 874.10 | 901.41 | 900.32 | 928.45 |
| 4-10 Years | 834.39 | 869.43 | 868.38 | 895.51 | 894.43 | 922.38 | 921.26 | 950.05 |
| 10+ Years | 853.36 | 889.19 | 888.12 | 915.87 | 914.77 | 943.35 | 942.21 | 971.65 |
| Cardiopulmonary technician | 668.55 | 696.62 | 695.78 | 717.52 | 716.66 | 739.05 | 738.16 | 761.22 |
| Certified respiratory therapy tech .. | 747.07 | 778.44 | 777.50 | 801.79 | 800.82 | 825.84 | 824.85 | 850.62 |
| Dental Assistant | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Dental hygienist | 628.69 | 655.09 | 654.30 | 674.74 | 673.92 | 694.98 | 694.14 | 715.83 |
| Dental technician/asst certified | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Echocardiograph Technologist | 819.84 | 854.27 | 853.24 | 879.90 | 878.84 | 906.30 | 905.21 | 933.49 |
| EEG technician | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| EKG technician | 574.71 | 598.84 | 598.12 | 616.81 | 616.06 | 635.31 | 634.54 | 654.37 |
| Graduate dietitian | 705.57 | 735.20 | 734.32 | 757.26 | 756.35 | 779.98 | 779.04 | 803.38 |
| Graduate pharmacist | 702.66 | 732.17 | 731.29 | 754.14 | 753.22 | 776.76 | 775.82 | 800.06 |

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|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Hemodialysis technician | 628.69 | 655.09 | 654.30 | 674.74 | 673.92 | 694.98 | 694.14 | 715.83 |
| Histology technician II | 671.43 | 699.62 | 698.78 | 720.61 | 719.74 | 742.23 | 741.34 | 764.50 |
| Histology technician I | 642.93 | 669.93 | 669.12 | 690.03 | 689.19 | 710.73 | 709.87 | 732.05 |
| Infant care technician | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |
| Laboratory technician I | | | | | | | | |
| 0-2 Years | 670.04 | 698.18 | 697.34 | 719.13 | 718.26 | 740.70 | 739.80 | 762.92 |
| 2-5 Years | 680.15 | 708.71 | 707.85 | 729.97 | 729.09 | 751.87 | 750.96 | 774.43 |
| 5-10 Years | 692.80 | 721.89 | 721.02 | 743.55 | 742.65 | 765.86 | 764.94 | 788.84 |
| 10-15 Years | 711.76 | 741.65 | 740.75 | 763.90 | 762.98 | 786.82 | 785.86 | 810.42 |
| 15 + Years | 730.73 | 761.41 | 760.49 | 784.25 | 783.30 | 807.78 | 806.80 | 832.01 |
| Laboratory technician II | | | | | | | | |
| 0-2 Years | 699.10 | 728.46 | 727.58 | 750.31 | 749.40 | 772.82 | 771.88 | 796.00 |
| 2-5 Years | 709.25 | 739.03 | 738.14 | 761.20 | 760.28 | 784.04 | 783.09 | 807.56 |
| 5 -10 Years | 721.89 | 752.20 | 751.29 | 774.77 | 773.83 | 798.01 | 797.04 | 821.95 |
| 10-15 Years | 740.84 | 771.95 | 771.02 | 795.11 | 794.15 | 818.96 | 817.97 | 843.53 |
| 15 + Years | 759.78 | 791.69 | 790.73 | 815.44 | 814.45 | 839.90 | 838.89 | 865.10 |
| Laboratory technician Merged | | | | | | | | |
| 0-2 Years | 670.04 | 698.18 | 697.34 | 719.13 | 718.26 | 740.70 | 739.80 | 762.92 |
| 2-5 Years | 680.15 | 708.71 | 707.85 | 729.97 | 729.09 | 751.87 | 750.96 | 774.43 |
| 5 -10 Years | 692.80 | 721.89 | 721.02 | 743.55 | 742.65 | 765.86 | 764.94 | 788.84 |
| 10-15 Years | 711.76 | 741.65 | 740.75 | 763.90 | 762.98 | 786.82 | 785.86 | 810.42 |
| 15 + Years | 730.73 | 761.41 | 760.49 | 784.25 | 783.30 | 807.78 | 806.80 | 832.01 |

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|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Laboratory technologist I | 733.26 | 764.05 | 763.12 | 786.97 | 786.02 | 810.58 | 809.60 | 834.90 |
| 0-2 Years | 743.37 | 774.59 | 773.66 | 797.83 | 796.86 | 821.76 | 820.76 | 846.41 |
| 2-5 Years | 756.01 | 787.76 | 786.80 | 811.39 | 810.41 | 835.73 | 834.72 | 860.80 |
| 5-10 Years | 774.98 | 807.52 | 806.55 | 831.75 | 830.74 | 856.70 | 855.66 | 882.40 |
| 10-15 Years | 793.93 | 827.27 | 826.27 | 852.09 | 851.06 | 877.55 | 876.59 | 903.98 |
| 15 + Years | | | | | | | | |
| Laboratory technologist II. | | | | | | | | |
| 0-2 Years | 787.62 | 820.69 | 819.70 | 845.31 | 844.29 | 870.67 | 869.62 | 896.79 |
| 2-5 Years | 797.74 | 831.24 | 830.24 | 856.18 | 855.15 | 881.87 | 880.81 | 908.33 |
| 5-10 Years | 810.37 | 844.40 | 843.38 | 869.73 | 868.68 | 895.82 | 894.73 | 922.69 |
| 10-15 Years | 829.34 | 864.17 | 863.13 | 890.10 | 889.02 | 916.80 | 915.69 | 944.30 |
| 15 + Years | 848.31 | 883.93 | 882.86 | 910.45 | 909.35 | 937.76 | 936.62 | 965.89 |
| Laboratory technologist Merged | | | | | | | | |
| 0-2 Years | 733.26 | 764.05 | 763.12 | 786.97 | 786.02 | 810.58 | 809.60 | 834.90 |
| 2-5 Years | 743.37 | 774.59 | 773.66 | 797.83 | 796.86 | 821.76 | 820.76 | 846.41 |
| 5-10 Years | 756.01 | 787.76 | 786.80 | 811.39 | 810.41 | 835.73 | 834.72 | 860.80 |
| 10-15 Years | 774.98 | 807.52 | 806.55 | 831.75 | 830.74 | 856.70 | 855.66 | 882.40 |
| 15 + Years | 793.93 | 827.27 | 826.27 | 852.09 | 851.06 | 877.55 | 876.59 | 903.98 |
| Laboratory trainee. | 563.32 | 586.97 | 586.26 | 604.58 | 603.85 | 622.72 | 621.97 | 641.40 |
| Lead technician - X-ray | 907.52 | 945.63 | 944.49 | 974.00 | 972.82 | 1003.22 | 1002.01 | 1033.32 |

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|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Licensed practical nurse | | | | | | | | |
| LPN 0 - 3 Years* | 693.92 | 723.06 | 758.36 | 782.06 | 781.11 | 805.52 | 804.55 | 829.69 |
| LPN 3 - 6 years* | 702.82 | 732.33 | 768.06 | 792.06 | 791.10 | 815.82 | 814.83 | 840.29 |
| LPN 6 - 10 years* | 715.05 | 745.08 | 781.50 | 805.92 | 804.95 | 830.10 | 829.09 | 855.00 |
| LPN 10 - 15 Years* | 728.41 | 759.00 | 796.88 | 821.78 | 820.78 | 846.43 | 845.40 | 871.82 |
| LPN 15 - 20 years* | 735.06 | 765.93 | 803.60 | 828.71 | 827.71 | 853.57 | 852.54 | 879.18 |
| LPN 20 + years* | 746.19 | 777.52 | 816.08 | 841.58 | 840.57 | 866.83 | 865.78 | 892.83 |
| Operating room technician | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Practical dietitian | 603.10 | 628.43 | 627.67 | 647.28 | 646.50 | 666.70 | 665.89 | 686.70 |
| Radiotherapy technician | | | | | | | | |
| 0-2 years | 722.61 | 752.95 | 752.04 | 775.54 | 774.61 | 798.81 | 797.84 | 822.77 |
| 3+years | 782.35 | 815.20 | 814.22 | 839.66 | 838.65 | 864.85 | 863.81 | 890.80 |
| Reg Nucl Med Technologist | | | | | | | | |
| 0-2 years | 722.61 | 752.95 | 752.04 | 775.54 | 774.61 | 798.81 | 797.84 | 822.77 |
| 2-4 years | 782.35 | 815.20 | 814.22 | 839.66 | 838.65 | 864.85 | 863.81 | 890.80 |
| 5 + years | 819.35 | 853.76 | 852.73 | 879.37 | 878.31 | 905.75 | 904.65 | 932.92 |
| Registered pharmacist ¹ | | | | | | | | |
| Reg Pharm 0-2 Years ¹ | 1377.42 | 1435.26 | 1433.53 | 1478.32 | 1476.53 | 1522.67 | 1520.83 | 1568.35 |
| Reg Pharm 3-5 Years ¹ | 1429.22 | 1489.24 | 1487.44 | 1533.92 | 1532.07 | 1579.94 | 1578.03 | 1627.34 |
| Reg Pharm 6-9 Years ¹ | 1470.63 | 1532.39 | 1530.54 | 1578.36 | 1576.45 | 1625.71 | 1623.74 | 1674.48 |
| Reg Pharm 10+ Years ¹ | 1553.50 | 1618.74 | 1616.78 | 1667.30 | 1665.29 | 1717.32 | 1715.24 | 1768.84 |
| Registered Respiratory Therapist .. | 848.93 | 884.58 | 883.51 | 911.12 | 910.01 | 938.45 | 937.31 | 966.60 |

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|---------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Registry Elig Nuclr MedTechng ... | 685.68 | 714.47 | 713.60 | 735.90 | 735.01 | 757.98 | 757.06 | 780.72 |
| Registry Elig Resp Therapist..... | 814.99 | 849.21 | 848.19 | 874.69 | 873.63 | 900.93 | 899.84 | 927.96 |
| Respiratory therapy technician ... | 679.12 | 707.64 | 706.79 | 728.87 | 727.99 | 750.74 | 749.83 | 773.26 |
| Respiratory therapy trainee | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |
| Special Procedure Technician..... | 862.02 | 898.22 | 897.14 | 925.17 | 924.06 | 952.93 | 951.78 | 981.52 |
| Ultra Sound Technologist - registered | 848.93 | 884.58 | 883.51 | 911.12 | 910.01 | 938.45 | 937.31 | 966.60 |
| Ultra Sound Technologist | 819.84 | 854.27 | 853.24 | 879.90 | 878.84 | 906.30 | 905.21 | 933.49 |
| X-ray technician | | | | | | | | |
| 0-2 Years | 809.10 | 843.08 | 842.06 | 868.37 | 867.32 | 894.42 | 893.34 | 921.25 |
| 2-5 Years | 840.72 | 876.02 | 874.96 | 902.30 | 901.21 | 929.37 | 928.25 | 957.25 |
| 5-10 Years | 878.63 | 915.53 | 914.43 | 943.00 | 941.86 | 971.29 | 970.12 | 1000.43 |
| 10+ Years | 903.93 | 941.89 | 940.75 | 970.15 | 968.97 | 999.25 | 998.04 | 1029.23 |
| Social Work Assistant | | | | | | | | |
| 0-2 years experience | 676.30 | 704.70 | 703.85 | 725.84 | 724.97 | 747.62 | 746.72 | 770.05 |
| 1-2 years experience | 704.26 | 733.83 | 732.94 | 755.84 | 754.93 | 778.52 | 777.58 | 801.88 |
| 2-3 years experience | 732.25 | 763.00 | 762.08 | 785.89 | 784.94 | 809.47 | 808.49 | 833.75 |
| 3-4 years experience | 760.22 | 792.14 | 791.18 | 815.90 | 814.92 | 840.38 | 839.36 | 865.59 |
| MSW social worker | | | | | | | | |
| 0-1 year experience | 825.36 | 860.02 | 858.98 | 885.82 | 884.74 | 912.39 | 911.29 | 939.76 |
| 1-2 years experience | 853.34 | 889.17 | 888.10 | 915.85 | 914.75 | 943.33 | 942.19 | 971.63 |
| 2-3 years experience | 881.31 | 918.32 | 917.21 | 945.87 | 944.73 | 974.25 | 973.07 | 1003.48 |
| 3-4 years experience | 909.31 | 947.49 | 946.34 | 975.91 | 974.73 | 1005.19 | 1003.98 | 1035.35 |

ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|---|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| MSW social worker | 937.32 | 976.68 | 975.50 | 1005.98 | 1004.76 | 1036.16 | 1034.90 | 1067.24 |
| 4-5 years experience | 965.29 | 1005.82 | 1004.60 | 1035.99 | 1034.74 | 1067.07 | 1065.78 | 1099.08 |
| 5-6 years experience | 993.29 | 1035.00 | 1033.75 | 1066.05 | 1064.76 | 1098.03 | 1096.70 | 1130.97 |
| 6-7 years experience | 1021.26 | 1064.14 | 1062.85 | 1096.06 | 1094.73 | 1128.94 | 1127.58 | 1162.81 |
| 7-8 years experience | 1049.22 | 1093.28 | 1091.96 | 1126.08 | 1124.72 | 1159.86 | 1158.46 | 1194.66 |
| 8-9 years experience and over | | | | | | | | |
| Senior social Worker | 1027.93 | 1071.09 | 1069.79 | 1103.22 | 1101.89 | 1136.32 | 1134.95 | 1170.41 |
| 0-1 year experience | 1055.93 | 1100.27 | 1098.94 | 1133.28 | 1131.91 | 1167.28 | 1165.87 | 1202.30 |
| 1-2 years experience | 1083.89 | 1129.40 | 1128.03 | 1163.28 | 1161.88 | 1198.18 | 1196.74 | 1234.13 |
| 2-3 years experience | 1111.86 | 1158.55 | 1157.15 | 1193.31 | 1191.87 | 1229.11 | 1227.62 | 1265.98 |
| 3-4 years experience | | | | | | | | |

NOTES TO ALPHABETICAL UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES

¹ Effective on ratification of this Agreement, all 35 hour pharmacists will be required to work 37.5 hours a week as long as there is at least a 7.14% increase over their current annual salary except those employees who were hired in the last 6 months above the rates listed above, will be appropriately slotted into the new rates. In the event that a 37.5 hour employee's annual salary is higher than the proposed schedule, he/she will continue to receive his/her current rate.

* For LPNs, effective 4/30/05 the following rates are in effect for 1 day

| | | |
|-----------------|--------|--------|
| LPN 0-3 Years | 728.68 | 759.28 |
| LPN 3-6 Years | 738.00 | 768.99 |
| LPN 6-10 Years | 750.92 | 782.45 |
| LPN 10-15 Years | 765.69 | 797.84 |
| LPN 15-20 Years | 772.15 | 804.57 |
| LPN 20+ Years | 784.14 | 817.07 |

COLLECTIVE BARGAINING AGREEMENT

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UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|----------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Pot washer..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Housekeeping worker..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Clerk..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Laundry worker I..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Dietary worker..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Central supply attendant..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Nursing attendant..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Dietary clerk..... | 520.87 | 542.74 | 542.08 | 559.02 | 558.34 | 575.79 | 575.09 | 593.06 |
| Soiled laundry handler..... | 522.11 | 544.03 | 543.37 | 560.35 | 559.67 | 577.16 | 576.46 | 594.47 |
| Mailroom clerk..... | 522.11 | 544.03 | 543.37 | 560.35 | 559.67 | 577.16 | 576.46 | 594.47 |
| Ward clerk..... | 524.75 | 546.79 | 546.13 | 563.19 | 562.51 | 580.09 | 579.39 | 597.49 |
| Receptionist..... | 527.43 | 549.58 | 548.92 | 566.07 | 565.38 | 583.05 | 582.34 | 600.54 |
| Cashier-dietary..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Clerk/typist..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Laundry worker II..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Sewing machine operator..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Waxer stripper..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Presser..... | 530.06 | 552.32 | 551.65 | 568.89 | 568.21 | 585.96 | 585.25 | 603.54 |
| Trades helper..... | 532.71 | 555.08 | 554.41 | 571.73 | 571.04 | 588.88 | 588.17 | 606.55 |
| Respiratory therapy trainee..... | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |
| Ambulance attendant..... | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |
| Groundskeeper..... | 535.34 | 557.82 | 557.14 | 574.55 | 573.86 | 591.79 | 591.07 | 609.54 |

UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|-------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Key punch operator | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Senior nursing attendant | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Lead dietary worker | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Lead Housekeeper | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Medical records/coding clerk | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Registrar | 538.02 | 560.61 | 559.93 | 577.43 | 576.73 | 594.75 | 594.03 | 612.59 |
| Motor vehicle operator | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Cook's helper | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Ambulance driver | 543.36 | 566.18 | 565.50 | 583.17 | 582.47 | 600.67 | 599.94 | 618.69 |
| Admitting clerk | 546.19 | 569.13 | 568.44 | 586.20 | 585.50 | 603.79 | 603.06 | 621.90 |
| Washer | 549.11 | 572.17 | 571.48 | 589.34 | 588.63 | 607.02 | 606.29 | 625.23 |
| Accounting clerk | 549.11 | 572.17 | 571.48 | 589.34 | 588.63 | 607.02 | 606.29 | 625.23 |
| Telephone operator | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Dental Assistant | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Accounts pay/receivable clerk | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Cashier (business office) | 551.94 | 575.12 | 574.42 | 592.37 | 591.65 | 610.14 | 609.40 | 628.44 |
| Electrician's helper | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Painter's helper | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Carpenter's helper | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Plumber's helper | 554.76 | 578.06 | 577.36 | 595.40 | 594.68 | 613.26 | 612.52 | 631.66 |
| Payroll clerk | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |
| Typist/transcriptionist | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |

COLLECTIVE BARGAINING AGREEMENT

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UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|---|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Infant care technician | 557.61 | 581.03 | 580.33 | 598.46 | 597.73 | 616.41 | 615.66 | 634.90 |
| Morgue attendant | 560.44 | 583.97 | 583.26 | 601.49 | 600.76 | 619.53 | 618.78 | 638.12 |
| Laboratory trainee | 563.32 | 586.97 | 586.26 | 604.58 | 603.85 | 622.72 | 621.97 | 641.40 |
| Dental technician/asst certified | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Operating room technician | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Typist/transcriptionist (medical) | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Secretary I | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Maintenance worker | 566.15 | 589.92 | 589.21 | 607.62 | 606.89 | 625.85 | 625.10 | 644.63 |
| Incinerator Attendant | 568.79 | 592.67 | 591.95 | 610.45 | 609.71 | 628.76 | 628.00 | 647.62 |
| EKG technician | 574.71 | 598.84 | 598.12 | 616.81 | 616.06 | 635.31 | 634.54 | 654.37 |
| Third cook/special order cook | 586.06 | 610.67 | 609.93 | 628.99 | 628.23 | 647.86 | 647.08 | 667.30 |
| Fireman | 591.75 | 616.60 | 615.86 | 635.10 | 634.33 | 654.15 | 653.35 | 673.77 |
| Painter B | 591.75 | 616.60 | 615.86 | 635.10 | 634.33 | 654.15 | 653.35 | 673.77 |
| Practical dietitian | 603.10 | 628.43 | 627.67 | 647.28 | 646.50 | 666.70 | 665.89 | 686.70 |
| Senior secretary/secretary II | 605.94 | 631.39 | 630.63 | 650.33 | 649.54 | 669.84 | 669.03 | 689.94 |
| Painter A | 614.50 | 640.30 | 639.53 | 659.51 | 658.72 | 679.30 | 678.48 | 699.68 |
| EEG technician | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| Second cook | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| Carpenter B | 620.21 | 646.25 | 645.47 | 665.64 | 664.84 | 685.61 | 684.78 | 706.18 |
| Plumber B | 623.08 | 649.24 | 648.46 | 668.72 | 667.91 | 688.78 | 687.94 | 709.44 |
| Hemodialysis technician | 628.69 | 655.09 | 654.30 | 674.74 | 673.92 | 694.98 | 694.14 | 715.83 |
| Dental hygienist | 628.69 | 655.09 | 654.30 | 674.74 | 673.92 | 694.98 | 694.14 | 715.83 |

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COLLECTIVE BARGAINING AGREEMENT

UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|---|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Ambulance driver/attendant | 637.32 | 664.08 | 663.27 | 684.00 | 683.17 | 704.52 | 703.67 | 725.66 |
| Admin/exec/secretary III | 637.32 | 664.08 | 663.27 | 684.00 | 683.17 | 704.52 | 703.67 | 725.66 |
| Electrician B | 640.14 | 667.02 | 666.21 | 687.03 | 686.20 | 707.64 | 706.79 | 728.87 |
| Maintenance mechanic | 640.14 | 667.02 | 666.21 | 687.03 | 686.20 | 707.64 | 706.79 | 728.87 |
| Histology technician I | 642.93 | 669.93 | 669.12 | 690.03 | 689.19 | 710.73 | 709.87 | 732.05 |
| Mason-plasterer | 660.02 | 687.74 | 686.91 | 708.37 | 707.51 | 729.62 | 728.74 | 751.51 |
| Lead Painter | 668.55 | 696.62 | 695.78 | 717.52 | 716.66 | 739.05 | 738.16 | 761.22 |
| Cardiopulmonary technician | 668.55 | 696.62 | 695.78 | 717.52 | 716.66 | 739.05 | 738.16 | 761.22 |
| Lab tech Merged 0-2 Yrs | 670.04 | 698.18 | 697.34 | 719.13 | 718.26 | 740.70 | 739.80 | 762.92 |
| Lab technician I 0-2 Yrs | 670.04 | 698.18 | 697.34 | 719.13 | 718.26 | 740.70 | 739.80 | 762.92 |
| Histology technician II | 671.43 | 699.62 | 698.78 | 720.61 | 719.74 | 742.23 | 741.34 | 764.50 |
| First cook | 671.43 | 699.62 | 698.78 | 720.61 | 719.74 | 742.23 | 741.34 | 764.50 |
| Carpenter A | 674.23 | 702.54 | 701.69 | 723.62 | 722.75 | 745.33 | 744.43 | 767.69 |
| Social Work Asst 0-2 yrs experience | 676.30 | 704.70 | 703.85 | 725.84 | 724.97 | 747.62 | 746.72 | 770.05 |
| Respiratory therapy technician | 679.12 | 707.64 | 706.79 | 728.87 | 727.99 | 750.74 | 749.83 | 773.26 |
| Lab technician I 2-5 Yrs | 680.15 | 708.71 | 707.85 | 729.97 | 729.09 | 751.87 | 750.96 | 774.43 |
| Lab tech Merged 2-5 Yrs | 680.15 | 708.71 | 707.85 | 729.97 | 729.09 | 751.87 | 750.96 | 774.43 |
| Plumber A | 685.67 | 714.46 | 713.59 | 735.89 | 735.00 | 757.97 | 757.05 | 780.71 |
| Registry Eligible Nuclr MedTechnology | 685.68 | 714.47 | 713.60 | 735.90 | 735.01 | 757.98 | 757.06 | 780.72 |
| Lab technician I 5-10 Yrs | 692.80 | 721.89 | 721.02 | 743.55 | 742.65 | 765.86 | 764.94 | 788.84 |
| Lab tech Merged 5 -10 Yrs | 692.80 | 721.89 | 721.02 | 743.55 | 742.65 | 765.86 | 764.94 | 788.84 |
| Electrician A | 694.20 | 723.35 | 722.47 | 745.05 | 744.15 | 767.40 | 766.47 | 790.42 |

COLLECTIVE BARGAINING AGREEMENT

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UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|---------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Lab technician II 0-2 Yrs | 699.10 | 728.46 | 727.58 | 750.31 | 749.40 | 772.82 | 771.88 | 796.00 |
| Graduate pharmacist | 702.66 | 732.17 | 731.29 | 754.14 | 753.22 | 776.76 | 775.82 | 800.06 |
| Social Work Asst 1-2 yrs experience | 704.26 | 733.83 | 732.94 | 755.84 | 754.93 | 778.52 | 777.58 | 801.88 |
| Graduate dietitian | 705.57 | 735.20 | 734.32 | 757.26 | 756.35 | 779.98 | 779.04 | 803.38 |
| LPN 0 - 3 Years* | 693.92 | 723.06 | 758.36 | 782.06 | 781.11 | 805.52 | 804.55 | 829.69 |
| Lab technician II 2-5 Yrs | 709.25 | 739.03 | 738.14 | 761.20 | 760.28 | 784.04 | 783.09 | 807.56 |
| Lab technician I 10-15 Yrs | 711.76 | 741.65 | 740.75 | 763.90 | 762.98 | 786.82 | 785.86 | 810.42 |
| Lab tech Merged 10-15 Yrs | 711.76 | 741.65 | 740.75 | 763.90 | 762.98 | 786.82 | 785.86 | 810.42 |
| LPN 3 - 6 years* | 702.82 | 732.33 | 768.06 | 792.06 | 791.10 | 815.82 | 814.83 | 840.29 |
| Lead Carpenter | 716.92 | 747.02 | 746.12 | 769.43 | 768.50 | 792.51 | 791.56 | 816.29 |
| Lab technician II 5 -10 Yrs | 721.89 | 752.20 | 751.29 | 774.77 | 773.83 | 798.01 | 797.04 | 821.95 |
| Radiotherapy tech 0-2 yrs | 722.61 | 752.95 | 752.04 | 775.54 | 774.61 | 798.81 | 797.84 | 822.77 |
| Reg Nucl Med Technist 0-2 yrs.. | 722.61 | 752.95 | 752.04 | 775.54 | 774.61 | 798.81 | 797.84 | 822.77 |
| LPN 6 -10 years* | 715.05 | 745.08 | 781.50 | 805.92 | 804.95 | 830.10 | 829.09 | 855.00 |
| LPN 10 - 15 Years* | 728.41 | 759.00 | 796.88 | 821.78 | 820.78 | 846.43 | 845.40 | 871.82 |
| Lab tech Merged 15 + Yrs | 730.73 | 761.41 | 760.49 | 784.25 | 783.30 | 807.78 | 806.80 | 832.01 |
| Lab technician I 15 + Yrs | 730.73 | 761.41 | 760.49 | 784.25 | 783.30 | 807.78 | 806.80 | 832.01 |
| Lead Plumber | 731.11 | 761.81 | 760.88 | 784.66 | 783.71 | 808.20 | 807.23 | 832.45 |
| Social Work Asst 2-3 yrs exper . . . | 732.25 | 763.00 | 762.08 | 785.89 | 784.94 | 809.47 | 808.49 | 833.75 |
| Lab technlgst Merged 0-2 Yrs | 733.26 | 764.05 | 763.12 | 786.97 | 786.02 | 810.58 | 809.60 | 834.90 |
| Lab technologist I 0-2 Yrs | 733.26 | 764.05 | 763.12 | 786.97 | 786.02 | 810.58 | 809.60 | 834.90 |
| Lab technician II 10-15 Yrs | 740.84 | 771.95 | 771.02 | 795.11 | 794.15 | 818.96 | 817.97 | 843.53 |

UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| Lab technologist I 2-5 Yrs | 743.37 | 774.59 | 773.66 | 797.83 | 796.86 | 821.76 | 820.76 | 846.41 |
| Lab technlgst Merged 2-5 Yrs | 743.37 | 774.59 | 773.66 | 797.83 | 796.86 | 821.76 | 820.76 | 846.41 |
| Certified respiratory therapy tech. | 747.07 | 778.44 | 777.50 | 801.79 | 800.82 | 825.84 | 824.85 | 850.62 |
| LPN 15 - 20 years* | 735.06 | 765.93 | 803.60 | 828.71 | 827.71 | 853.57 | 852.54 | 879.18 |
| Lab technologist I 5 -10 Yrs..... | 756.01 | 787.76 | 786.80 | 811.39 | 810.41 | 835.73 | 834.72 | 860.80 |
| Lab technlgst Merged 5 -10 Yrs..... | 756.01 | 787.76 | 786.80 | 811.39 | 810.41 | 835.73 | 834.72 | 860.80 |
| Lead Electrician | 756.78 | 788.56 | 787.61 | 812.22 | 811.24 | 836.59 | 835.58 | 861.69 |
| Lab technician II 15 + Yrs | 759.78 | 791.69 | 790.73 | 815.44 | 814.45 | 839.90 | 838.89 | 865.10 |
| Social Work Asst 3-4 yrs exper | 760.22 | 792.14 | 791.18 | 815.90 | 814.92 | 840.38 | 839.36 | 865.59 |
| LPN 20 + years* | 775.85 | 808.43 | 816.08 | 841.58 | 840.57 | 866.83 | 865.78 | 892.83 |
| Lab technologist I 10-15 Yrs | 774.98 | 807.52 | 806.55 | 831.75 | 830.74 | 856.70 | 855.66 | 882.40 |
| Lab technlgst Merged 10-15 Yrs | 774.98 | 807.52 | 806.55 | 831.75 | 830.74 | 856.70 | 855.66 | 882.40 |
| Reg Nucir Med Technlgst 2-4 yrs | 782.35 | 815.20 | 814.22 | 839.66 | 838.65 | 864.85 | 863.81 | 890.80 |
| Radiotherapy tech 3+ys | 782.35 | 815.20 | 814.22 | 839.66 | 838.65 | 864.85 | 863.81 | 890.80 |
| Lab technologist II 0-2 Yrs | 787.62 | 820.69 | 819.70 | 845.31 | 844.29 | 870.67 | 869.62 | 896.79 |
| Lab technologist I 15 + Yrs | 793.93 | 827.27 | 826.27 | 852.09 | 851.06 | 877.65 | 876.59 | 903.98 |
| Lab technlgst Merged 15 + Yrs | 793.93 | 827.27 | 826.27 | 852.09 | 851.06 | 877.65 | 876.59 | 903.98 |
| ADA dietitian 0-2 Yrs | 796.46 | 829.91 | 828.91 | 854.81 | 853.77 | 880.45 | 879.38 | 906.86 |
| Lab technologist II 2-5 Yrs | 797.74 | 831.24 | 830.24 | 856.18 | 855.15 | 881.87 | 880.81 | 908.33 |
| X-ray technician 0-2 Yrs | 809.10 | 843.08 | 842.06 | 868.37 | 867.32 | 894.42 | 893.34 | 921.25 |
| Lab technologist II 5-10 Yrs..... | 810.37 | 844.40 | 843.38 | 869.73 | 868.68 | 895.82 | 894.73 | 922.69 |
| Registry Elig Resp Therapist | 814.99 | 849.21 | 848.19 | 874.69 | 873.63 | 900.93 | 899.84 | 927.96 |

COLLECTIVE BARGAINING AGREEMENT

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UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|--------------------------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| ADA dietitian 2-4 Yrs | 815.43 | 849.67 | 848.64 | 875.16 | 874.10 | 901.41 | 900.32 | 928.45 |
| Reg Nucl Med Technst 5+ yrs . . . | 819.35 | 853.76 | 852.73 | 879.37 | 878.31 | 905.75 | 904.65 | 932.92 |
| Ultra Sound Technologist | 819.84 | 854.27 | 853.24 | 879.90 | 878.84 | 906.30 | 905.21 | 933.49 |
| Echocardiograph Technologist . . . | 819.84 | 854.27 | 853.24 | 879.90 | 878.84 | 906.30 | 905.21 | 933.49 |
| MSW 0-1 yr experience | 825.36 | 860.02 | 858.98 | 885.82 | 884.74 | 912.39 | 911.29 | 939.76 |
| Lab technologist II 10-15 Yrs . . . | 829.34 | 864.17 | 863.13 | 890.10 | 889.02 | 916.80 | 915.69 | 944.30 |
| ADA dietitian 4-10 Yrs | 834.39 | 869.43 | 868.38 | 895.51 | 894.43 | 922.38 | 921.26 | 950.05 |
| X-ray technician 2-5 Yrs | 840.72 | 876.02 | 874.96 | 902.30 | 901.21 | 929.37 | 928.25 | 957.25 |
| Lab technologist II 15 + Yrs | 848.31 | 883.93 | 882.86 | 910.45 | 909.35 | 937.76 | 936.62 | 965.89 |
| Registered Resp Therapist | 848.93 | 884.58 | 883.51 | 911.12 | 910.01 | 938.45 | 937.31 | 966.60 |
| Ultra Sound Technlgst - regstd . . . | 848.93 | 884.58 | 883.51 | 911.12 | 910.01 | 938.45 | 937.31 | 966.60 |
| MSW 1-2 yrs experience | 853.34 | 889.17 | 888.10 | 915.85 | 914.75 | 943.33 | 942.19 | 971.63 |
| ADA dietitian 10+ Yrs | 853.36 | 889.19 | 888.12 | 915.87 | 914.77 | 943.35 | 942.21 | 971.65 |
| Stationery enginr-one license reqrd | 859.17 | 895.25 | 894.17 | 922.11 | 920.99 | 949.77 | 948.62 | 978.26 |
| Special Procedure Technician | 862.02 | 898.22 | 897.14 | 925.17 | 924.06 | 952.93 | 951.78 | 981.52 |
| X-ray technician 5-10 Yrs | 878.63 | 915.53 | 914.43 | 943.00 | 941.86 | 971.29 | 970.12 | 1000.43 |
| MSW 2-3 yrs experience | 881.31 | 918.32 | 917.21 | 945.87 | 944.73 | 974.25 | 973.07 | 1003.48 |
| X-ray technician 10+ Yrs | 903.93 | 941.89 | 940.75 | 970.15 | 968.97 | 999.25 | 998.04 | 1029.23 |
| Lead technician - X-ray | 907.52 | 945.63 | 944.49 | 974.00 | 972.82 | 1003.22 | 1002.01 | 1033.32 |
| MSW 3-4 yrs experience | 909.31 | 947.49 | 946.34 | 975.91 | 974.73 | 1005.19 | 1003.98 | 1035.35 |
| MSW 4-5 yrs experience | 937.32 | 976.68 | 975.50 | 1005.98 | 1004.76 | 1036.16 | 1034.90 | 1067.24 |
| MSW 5-6 yrs experience | 965.29 | 1005.82 | 1004.60 | 1035.99 | 1034.74 | 1067.07 | 1065.78 | 1099.08 |

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UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

| CLASSIFICATION | June 1, 2004 | | May 1, 2005 | | June 1, 2006 | | July 1, 2007 | |
|---|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate | Hiring Rate | Minimum Rate |
| MSW 6-7 yrs experience | 993.29 | 1035.00 | 1033.75 | 1066.05 | 1064.76 | 1098.03 | 1096.70 | 1130.97 |
| Engineer - two licenses if required | 1001.75 | 1043.82 | 1042.55 | 1075.13 | 1073.83 | 1107.38 | 1106.04 | 1140.60 |
| MSW 7-8 yrs experience | 1021.26 | 1064.14 | 1062.85 | 1096.06 | 1094.73 | 1128.94 | 1127.58 | 1162.81 |
| Sr social Worker 0-1 yr experience | 1027.93 | 1071.09 | 1069.79 | 1103.22 | 1101.89 | 1136.32 | 1134.95 | 1170.41 |
| MSW 8-9 yrs experience and over. | 1049.22 | 1093.28 | 1091.96 | 1126.08 | 1124.72 | 1159.86 | 1158.46 | 1194.66 |
| Sr social Worker 1-2 yrs experience | 1055.93 | 1100.27 | 1098.94 | 1133.28 | 1131.91 | 1167.28 | 1165.87 | 1202.30 |
| Sr social Worker 2-3 yrs experience | 1083.89 | 1129.40 | 1128.03 | 1163.28 | 1161.88 | 1198.18 | 1196.74 | 1234.13 |
| Sr social Worker 3-4 yrs experience | 1111.86 | 1158.55 | 1157.15 | 1193.31 | 1191.87 | 1229.11 | 1227.62 | 1265.98 |
| Reg Pharmacist 0-2 Years ² | 1377.42 | 1435.26 | 1433.53 | 1478.32 | 1476.53 | 1522.67 | 1520.83 | 1568.35 |
| Reg Pharmacist 3-5 Years ² | 1429.22 | 1489.24 | 1487.44 | 1533.92 | 1532.07 | 1579.94 | 1578.03 | 1627.34 |
| Reg Pharmacist 6-9 Years ² | 1470.63 | 1532.39 | 1530.54 | 1578.36 | 1576.45 | 1625.71 | 1623.74 | 1674.48 |
| Reg Pharmacist 10+ Years ² | 1553.50 | 1618.74 | 1616.78 | 1667.30 | 1665.29 | 1717.32 | 1715.24 | 1768.84 |

NOTES TO UNIFORM JOB TITLES AND UNIFORM MINIMUM RATES BY RATE

² Effective on ratification of this Agreement, all 35 hour pharmacists will be required to work 37.5 hours a week as long as there is at least a 7.14% increase over their current annual salary except those employees who were hired in the last 6 months above the rates listed above, will be appropriately slotted into the new rates. In the event that a 37.5 hour employee's annual salary is higher than the proposed schedule, he/she will continue to receive his/her current rate.

* For LPNs, effective 4/30/05 the following rates are in effect for 1 day

| | | |
|-----------------|--------|--------|
| LPN 0-3 Years | 728.68 | 759.28 |
| LPN 3-6 Years | 738.00 | 768.99 |
| LPN 6-10 Years | 750.92 | 782.45 |
| LPN 10-15 Years | 765.69 | 797.84 |
| LPN 15-20 Years | 772.15 | 804.57 |
| LPN 20+ Years | 784.14 | 817.07 |

ARTICLE XI

Hours

1. The regular work week for all full-time Employees shall consist of the number of hours per week regularly worked by such Employees as of June 30, 1982. The regular work week for part-time Employees shall not exceed five (5) days. Such hours, not to exceed thirty-seven and one-half (37.5) per week, shall be specified in a stipulation (Stipulation II) between the Union and each Employer, to be annexed hereto. Employees shall receive two (2) days off in each full calendar week except in the event of overtime. The work week shall commence on Sunday and end on Saturday.

2. The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5), exclusive of an unpaid lunch period, except for those Employees who received a paid lunch period as of June 30, 1982.

3. Part-timers:

(a) The parties agree that it is a desirable objective to have full-time jobs in this industry.

(b) The Employer will not split a full-time position in which there is an incumbent into part-time jobs.

(c) Conversion of Part-Timers to Full-Time Workers:

All part-time Employees who have worked for an average of the regular full-time work week for that classification for any consecutive four (4) months shall become full-time Employees. All hours worked on special projects, filling in for Employees on leave of absence, vacations, and emergencies, shall not be counted towards meeting the aforementioned requirement, except if an Employee is specifically hired for permanent vacation relief and/or permanent leaves of absence relief. In each instance where the Employer claims that a part-time Employee worked on a special project or filled in for an Employee on leave of absence, vacation or in an emergency, the Employer upon request of the Union, shall within sixty (60) days identify the Employee whom he/she filled in for and the length of the leave of absence, vacation or in the case of a special project or emergency circumstance, the nature of the project or emergency and the duration of such additional temporary service.

(d) Right To Extra Hours:

Whenever practicable, pre-scheduled hours and available regular hours shall be offered to part-time Employees based upon classification seniority.

(e) A local institution-based Labor/Management Committee may undertake an analysis of why part-time employment exists

and measures which can be instituted to create more full-time employment. All relevant information regarding part-timers will be provided to the Union and to the local Labor/Management Committee.

4. Employees required by the Employer to be on-call off Employer premises shall receive, during such time, a rate of pay equal to three-fourths (3/4) of their regular base pay. Employees on-call called to work at other than during their normal work hours shall receive time and one-half for all such hours worked outside of their normal work day, with a guaranteed minimum of pay for four (4) hours work. There shall be no pyramiding of pay under this provision.

5. Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each in each working day, as assigned by the Employer to each Employee. Employees who are required to work overtime shall be entitled to an additional fifteen (15) minute rest period for each full half shift worked.

6. Employees shall be afforded a reasonable time during which to cash pay checks.

7. Where the Employer requires periodic medical examinations of its Employees, such examinations shall be performed during an Employee's scheduled work shift.

8. Monitoring and Dispute Resolution re: Full Time Status:

The Employer shall submit part-timer status reports in a Lotus format, or other agreed upon format, to the Union every four (4) months. Reports shall be by department and include name, social security number, date of hire, salary, straight time and overtime hours worked. If hours were worked under paragraph 3(c) above, it shall be noted in the report. Disputes over an Employee's full-time status shall be submitted to CIPC which will hear, decide or arbitrate the case in accordance with the CIPC rules and timetable.

9. The Employer shall not use part-timers to subvert the meaning and intent of this Agreement as reflected in Article VII, (3) and Article XI, (3) (c) and (8).

ARTICLE XII
Weekend Scheduling

1. Each Employer shall schedule each permanent full-time Employee who is regularly scheduled to work five (5) days a week for every other weekend off except:

- (a) Where an Employee agrees to or requests another schedule of days off and the Employer consents,
- (b) Where the Union and the Employer otherwise agree to a

different schedule with respect to a particular unit, department or job classification,

(c) Where such scheduling would result in an unreasonable interference with the efficient operation of a unit or department, and

(d) In emergencies.

2. For full-time Employees hired during the term of this Agreement (June 1, 2004 to April 30, 2008), this provision shall apply after two (2) years of employment.

3. (a) The term "weekend" shall mean Saturday and Sunday.

A shift which begins on Friday night with a majority of the time to be worked on Saturday morning is considered a weekend shift, whereas a shift which begins on Sunday night with a majority of the time to be worked on Monday morning is not considered a weekend shift.

(b) Employees who were on the payroll of the Hospital prior to October 12, 1986, and have continued on the payroll thereafter, and were on an every other weekend work schedule and not previously required to make up unscheduled absences as of October 12, 1986, will not be required to make up (i) the first three (3) days of absence on scheduled weekend work days due to illness or injury absent unjustified use of sick leave or (ii) absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(c) Employees who were on the payroll of the Hospital prior to October 12, 1986 and have continued on the payroll thereafter, and were on an every other weekend work schedule and previously required to make up unscheduled absences as of October 12, 1986, may be required to make up unscheduled absences on a scheduled weekend work day due to sick leave (including paid and unpaid sick days) only; they will not be required to make up absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(d) Employees who are hired on or after October 12, 1986 and have been or are on an every other weekend work schedule may be required to make up unscheduled absences on a scheduled weekend work day due to sick leave (including paid or unpaid sick days) only; they will not be required to make up absences on scheduled weekend work days due to vacations, holidays and paid or unpaid leaves (including but not limited to leave for which disability or workers compensation is received).

(e) Where a regular, full-time Employee or a temporary full-time Employee has worked a permanent regular schedule of week-

ends off, his/her schedule of weekends off shall not be reduced while he/she is in his/her present position or shift, except in an emergency. Where work assignments are otherwise changed such Employee shall have his/her schedule of weekends off maintained unless to do so would unreasonably impair the efficiency of the Employer. Where an Employee elects with the Employer's consent a changed work assignment with prior knowledge of a new schedule of weekends off such new schedule shall prevail.

(f) As previously implemented, an Employee who desires to waive the every other weekend off requirement, shall, if consented to by the Employer, execute a written waiver which may not be revoked without the agreement of the Employer during the life of the Agreement.

(g) Grievances alleging violations of Article XII shall be subject to the grievance and arbitration provisions of this Agreement, but shall, if the matter proceeds to arbitration, be determined by an arbitrator selected from the panel of CIPC arbitrators who shall have the following authority and responsibility:

- i. to determine if there have been misapplications or violations of Article XII by the Employer or the Union;
- ii. to issue final and binding decisions within seven (7) days of hearing a case;
- iii. upon finding of Employer misapplication, may issue one of the following remedies:
 1. Time and one-half pay for time worked on weekends in violation of this Article by the Employee; or
 2. Compensation time off for time worked on weekends in violation of this Article by the Employee.

ARTICLE XIII

Overtime

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article XI, Section 1 and in the case of a regular full-time Employee who is regularly scheduled to work five (5) days per week, for authorized time worked in excess of the regular full-time work day as defined in Article XI, paragraph 2.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, paternity day, and marriage

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- days. Unpaid absences shall not be considered as time worked.
- 3. (a) The Employer will assign, on an equitable basis, "on-call" duty and required pre-scheduled overtime among qualified Employees. Employees shall be required to work overtime when necessary for the proper administration of the Employer.
- (b) Each Employer shall establish a procedure for assigning overtime, in the first instance, among qualified Employees who wish to work overtime, except in emergencies. Such procedure shall include a provision whereby such Employees are assigned in rotation, starting with the Employee on duty who has the most classification seniority. Pursuant to such procedure, a volunteer overtime roster shall be compiled and posted every six (6) months. A part-timer shall not receive premium overtime hours prior to full-timers, unless he/she has greater classification seniority.
- (c) Where the Employer assigns overtime on a compulsory basis due to an emergency or the inability to obtain a qualified volunteer on a timely basis, assignments shall be made among qualified Employees on a rotating basis starting with the Employee on duty who has the least classification seniority.
- 4. The work week shall commence on Sunday and end on Saturday.
- 5. There shall be no pyramiding of overtime.

ARTICLE XIV

Shifts and Shift Differentials

1. Employees working on shifts whose straight time hours end after seven (7:00) p.m. or begin prior to six (6:00) a.m. shall receive the following differentials:

(a) Licensed Practical Nurses - an amount equal to the greater of ten percent (10%) of the LPN's salary including specialty differential, or three-fourths (3/4) of the shift differential paid to Registered Nurses in the same institution, whichever is greater.

(b) All Other Employees - a shift differential of ten percent (10%) of salary, including specialty differential.

2. Employees shall work in the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change shall apply to the Employee with the least classification seniority qualified to do the work.

Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have pref-

erence in filling vacancies on another shift in the classification in which they are then working over new Employees.

3. The foregoing shall not interfere with any training program requiring rotation of shifts.

4. Licensed Practical Nurses who are assigned by the Employer to "in-charge" responsibilities shall receive a differential in a dollar amount equal to the RN in-charge differential at that institution. In each Hospital this amount may differ.

5. There shall be no split shifts.

ARTICLE XV

Holidays

1. Employees shall be entitled to a total of twelve (12) paid holidays within each year, except as otherwise provided in 3(b) below. If a holiday falls within an Employee's first thirty (30) days of employment, then such Employee shall receive pay for the holiday only upon completion of twelve (12) months of employment.

2. At least eight (8) such holidays specified in Section 1 above shall be legal holidays and the balance shall be either legal holidays, religious holidays, free days, or a combination thereof. In any event, such holidays shall be specified in a stipulation (Stipulation IV) between the Union and each Employer to be annexed hereto. On a calendar year basis, each Employee shall be permitted to designate two (2) of his/her earned free days to be used for religious holidays, provided the granting of such request will not unreasonably interfere with the operation of the unit in which the Employee is assigned to work.

3. (a) Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

(b) In the event an Employee is required to work on any of the first eight (8) legal holidays specified in Stipulation IV annexed hereto, he/she shall be paid at the rate of time and one-half his/her regular pay for all hours worked on the holiday, and shall in addition, receive an additional day off with regular pay within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer. Where premium pay has been paid for more than eight (8) holidays or more paid holidays have been granted, such practice shall continue.

(c) An Employee required to work on any holiday other than those specified in (b) above shall receive a day off with regular pay

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· within thirty (30) days of the holiday, or, in lieu thereof, shall be paid a day's regular pay at the option of the Employer.

(d) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday.

(e) If a legal holiday falls during an Employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration the Employee's expressed preference.

(f) The day on which a holiday is legally celebrated* shall be the day on which holiday premium pay is paid to those Employees who work on that day, except that Christmas shall be legally celebrated on December 25th, New Year's Day shall be legally celebrated on January 1st, and Dr. Martin Luther King's birthday on the day that it is celebrated nationally.

(g) If an Employee is absent the scheduled work day before and/or the scheduled work day after a paid legal holiday or day in lieu thereof, the Employer may demand proof of illness. The Employer may deny pay for such holiday if such proof is requested and not furnished.

4. Employees shall be entitled to the number of "free days" with pay set forth in Stipulation IV hereunto annexed. Free days shall be scheduled in advance and with the approval of the Employer. Once scheduled, free days shall not be canceled except in an emergency. Free days shall not be designated by the Employer. Free days shall be pro-rated, one for each three (3) months of employment during a year if four (4) free days are scheduled; one for each six (6) months of employment during a year if two (2) free days are scheduled. The Employer shall retain the same rights to require work on the free days scheduled as on holidays.

5. Employees will be entitled to time off with pay to vote at city, state or federal elections, in accordance with New York State Law.

· Employees of the Employer working at hospitals listed in Exhibit D under affiliation contracts shall receive the same number of holidays as Employees of the non-affiliation Employer, and "heat days" or time off equivalent as received by other similar employees, employed by the City of New York at such institutions. In no case shall the total number of holidays be less than those received by similar employees employed by the City of New York at such affiliated institutions.

*The term "legally celebrated" shall refer to Public Holidays as defined in the New York General Construction Law, Section 24, as amended.

ARTICLE XVI**Vacations**

1. Employees shall be entitled to accrued vacations each year with pay as follows:

(a) For Employees in technical and professional job classifications, except MSW Social Workers:

| <u>Period of Continuous Employment</u> | <u>Amount of Paid Vacation</u> |
|--|--------------------------------|
| Less than 6 months | None |
| 6 months but less than 1 year | 2 weeks |
| 1 year or more | 4 weeks |

(b) For MSW Social Workers:

| <u>Period of Continuous Employment</u> | <u>Amount of Paid Vacation</u> |
|--|--------------------------------|
| Less than 6 months | None |
| 6 months to 1 year | 11 days |
| 1 year or more | 22 days |

(c) All Employees working at Employers listed in Exhibit D under affiliation contracts shall receive the same schedule of vacation as received by other similar employees employed by the City of New York at such institutions, except for MSW Social Workers who shall receive the vacation above provided or the vacation provided to similar employees employed by the City of New York, whichever is greater.

(d) For all other Employees:

| <u>Period of Continuous Employment</u> | <u>Amount of Paid Vacation</u> |
|--|--------------------------------|
| Less than 6 months | None |
| 6 months but less than 1 year | 1 week |
| 1 year but less than 5 years | 2 weeks |
| 5 years or more | 4 weeks |

(e) The foregoing vacation schedules for all classifications of Employees shall be modified as follows:

Effective 7/1/91 - five (5) weeks vacation after twenty-five (25) years.

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

3. The vacation eligibility year shall be as heretofore. Each Employee's anniversary date shall be used for vacation purposes.

4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be

accrued from year to year and Employees will not be compensated for vacation time not taken.

5. Vacation pay shall be based upon the Employee's regular pay.

6. An Employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least four (4) weeks in advance. An Employee may request that the Employer defer vacation pay.

7. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with from more than one (1) and up to and including but not exceeding five (5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect. Substantial proof of such illness, maternity or injury must be provided by the Employee upon return to work after any absence caused by such illness, maternity or injury.

Hours of vacation pay for each week of vacation to which an Employee may be entitled as above defined shall be computed on the basis of the average number of hours per week actually worked as above defined, including premium hours, during the twelve (12) calendar months immediately preceding the Employee's vacation.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) weeks period shall not be deemed nor considered as time worked in computing vacation pay and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his/her vacation pay shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation pay due him/her.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of Article IX, and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with the last preceding paragraph.

ARTICLE XVII

Sick Leave

1. Employees, after thirty (30) days employment, shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of twelve (12) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time will an Employee be entitled to accumulate more than sixty (60) working days of sick leave during any one (1) year, including the days earned or to be earned in the current sick leave year.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call. The Employer may require proof of illness hereunder.

4. Employees who have been on sick leave may be required to be examined by the Employer's Health Service physician before being permitted to return to duty.

5. If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any moneys due him/her from the Employer at the time of resignation, layoff, or dismissal.

6. After an Employee has been sick or disabled for a continuous period of more than seven (7) days and is entitled to receive disability payments from the 1199SEIU National Benefit Fund for Health and Human Service Employees, the Employer shall pay sick leave pay to which an Employee is entitled in accordance with the following schedule for each day of continuous sickness or disability exceeding seven (7) days, as above provided, up to the maximum amount accumulated under paragraph 1 above:

| <u>Employee's Weekly Pay</u> | <u>Percent of Weekly Pay</u> |
|------------------------------|------------------------------|
| \$322 to \$349 | 30% |
| \$350 to \$374 | 36% |
| \$375 to \$399 | 40% |
| \$400 to \$424 | 44% |
| \$425 to \$449 | 47% |
| \$450 to \$474 | 46% |

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| | |
|--------------------|-----|
| \$475 to \$499 | 48% |
| \$500 to \$524 | 51% |
| \$525 to \$549 | 53% |
| \$550 to \$574 | 55% |
| \$575 to \$599 | 57% |
| \$600 to \$624 | 53% |
| \$625 to \$649 | 55% |
| \$650 to \$674 | 57% |
| \$675 to \$699 | 59% |
| \$700 to \$724 | 60% |
| \$725 to \$749 | 61% |
| \$750 to \$774 | 59% |
| \$775 to \$799 | 60% |
| \$800 to \$824 | 61% |
| \$825 to \$849 | 62% |
| \$850 to \$874 | 64% |
| \$875 to \$899 | 65% |
| \$900 to \$924 | 62% |
| \$925 to \$949 | 63% |
| \$950 to \$974 | 64% |
| \$975 to \$999 | 65% |
| \$1,000 to \$1,024 | 66% |
| \$1,025 to \$1,049 | 67% |
| \$1,050 to \$1,074 | 64% |
| \$1,075 to \$1,099 | 65% |
| \$1,100 to \$1,124 | 66% |
| \$1,125 to \$1,149 | 67% |
| \$1,150 to \$1,174 | 67% |
| \$1,175 to \$1,199 | 68% |
| \$1,200 to \$1,224 | 68% |
| \$1,225 to \$1,249 | 69% |
| \$1,250 to \$1,274 | 69% |
| \$1,275 to \$1,299 | 70% |
| \$1,300 to \$1,324 | 70% |
| \$1,325 to \$1,349 | 71% |
| \$1,350 to \$1,374 | 71% |
| \$1,375 to \$1,399 | 72% |
| \$1,400 to \$1,424 | 73% |
| \$1,425 to \$1,449 | 73% |
| \$1,450 to \$1,474 | 73% |
| \$1,475 to \$1,499 | 74% |
| \$1,500 to \$1,524 | 74% |
| \$1,525 to \$1,549 | 75% |
| \$1,550 to \$1,574 | 75% |
| \$1,575 to \$1,599 | 76% |

| | |
|--------------------|-----|
| \$1,600 to \$1,624 | 76% |
| \$1,625 to \$1,649 | 76% |
| \$1,650 to \$1,674 | 77% |

7. With respect to days of absence for which the Employee is entitled to salary continuation payments from Worker's Compensation, the Employer shall pay sick leave pay to which an Employee is entitled in an amount equal to the difference between the amount to which the Employee is entitled from Worker's Compensation, and the daily amount to which the Employee would otherwise be entitled if Worker's Compensation did not apply.

8. Family Illness

An Employee shall be entitled to use up to three (3) days of accrued sick leave when necessary for family illnesses. Such absences shall be deducted from the Employee's three (3) day family illness bank. The Employer shall have the option to require the Employee to provide reasonable documentation of the illness. For purposes of this paragraph 8, the term "family" shall mean: parent, spouse, child, brother, sister or grandparent, and the term "child" shall mean the Employee's own dependent child, foster child for whom he/she has legal foster care responsibility, or a child for whom the Employee has overall parental responsibility on an established basis and who is living in the household of the Employee.

In case of emergencies due to family illness, the Employee shall have the right, with one (1) hour advance notice to the Employee's supervisor, or sooner if approved by the supervisor, to leave the workplace due to said illness.

ARTICLE XVIII

Paid Leave

Employees, after their first thirty (30) days of employment, shall be entitled to paid leave as follows:

1. An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of the death of his/her parent, spouse, child, brother, sister, grandparent or life partner.* Such three (3) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

2. An Employee shall be paid at his/her regular pay for three (3) working days' absence in the event of his/her marriage; such three (3) days must be taken consecutively.

*This provision shall not apply to an institution which has a religious objection.

3. An Employee shall be paid at his regular pay for one (1) working day's absence when his wife has a baby.

4. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include "on-call" jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Employer and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

ARTICLE XIX

Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Maternity Leave.** Pregnant Employees will be eligible for maternity leave. Maternity leave will be granted for a period not to exceed nine (9) months or the length of physical disability, whichever is greater. However, Employees exposed to radiation who desire to take maternity leave and Employees whose pregnancy requires them to take maternity leave prior to the sixth month of pregnancy will be granted maternity leave for a period of twelve (12) months or the length of physical disability, whichever is greater. The father or mother of a legally adopted or biological child shall receive the same unpaid leave now provided to biological mothers.

2. **Military Leave.** Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. **Union Business.** A leave of absence for a period not to exceed three (3) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer. Employees must reapply each year.

4. **Illness or Injury.** Employees shall be entitled to leaves of absence for illness or injury for up to two (2) years or length of service, whichever is less. Employees must provide doctor's certification.

5. **Other Leaves.**

(a) Leaves of absence without pay for other reasons will not be unreasonably denied by the Employer.

(b) Employees with one (1) or more years of service shall be

entitled to a nine (9) week unpaid leave in a calendar year for serious illness of a family member (parent, spouse, child, brother, sister or grandparent).^{*} The Employer shall have the option to require the Employee to provide reasonable documentation of the illness.

(c) Once granted, a leave of absence granted for participation as a full-time student in a program sponsored by the League/1199SEIU Training and Upgrading Fund shall be given for the duration of the program, not to exceed the lesser of four (4) years or the length of an Employee's continuous employment.

6. While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article IX (Seniority). When an Employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a leave of absence for illness, the Employer may require the Employee to receive the approval of the Employer's Health Service.

7. **Professional Conferences.** Professional workers shall be entitled to attend professional conferences related to their work on a reasonable and non-discriminatory basis to the extent that funds are made available for such purposes within each department in each Employer. Absences pursuant to this provision are subject to the discretion of the department head concerned.

ARTICLE XX

Past Practices

1. The specific past practices of each Employer are those set forth in Stipulation III, which is annexed hereto, which was arrived at pursuant to the provisions of the last paragraph of Article XVIII of the 1974-1976 collective bargaining agreement.

2. Employees hired on or after July 1, 1974 or who are transferred into a bargaining unit job on or after such date shall not be entitled to receive greater benefits than are provided by the 1199 NBF.

^{*}Employees may have other rights under the Family and Medical Leave Act (FMLA) and this provision is not meant to interfere with the rights and obligations of the Employee and the Employer under FMLA; it is understood that periods of unpaid leave under this provision may run concurrently with any eligible FMLA leave.

ARTICLE XXI

Severance Pay

Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, or who are temporarily laid off* in excess of seven (7) days, shall receive severance pay at the rate of one (1) weeks pay for each year of bargaining unit seniority, pro-rated, up to a maximum of four (4) weeks pay, at his/her regular pay in effect at the time of such layoff, provided that the amount of severance pay shall not exceed the regular pay the Employee would have earned during the period of the layoff.

ARTICLE XXII

League/1199SEIU Training and Upgrading Fund

1. The parties shall continue planning for and training adequate health personnel for Employers covered by this Agreement through the League/ 1199SEIU Training and Upgrading Fund ("TUF")

The contribution to the TUF shall be an amount equal to one-half percent (.5%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

Contributions so received by the Trustees shall be used to study Employer manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages.

The Trustees will be requested to seek grants from outside sources including the State and Federal governments for training to reduce the negative impact arising from layoffs or potential layoffs.

The Trustees of the TUF, in addition to the moneys received from Employers, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

2. The Trustees of the TUF shall be composed of an equal number of representatives designated by the Union and by the League.

3. The Trustees of the TUF shall develop programs to provide Employees who are laid off or who are potentially affected by lay-off with retraining for lateral and/or upgrading opportunities. The

*As used in this paragraph, the term temporarily laid off does not include a layoff arising out of a labor dispute at the Employer. Severance pay for temporary layoffs shall be effective November 1, 1986.

purpose of such programs shall be to minimize the effect of actual or potential layoffs and may include stipends to supplement unemployment compensation, severance pay, etc. as deemed necessary and appropriate by the Trustees. All matters concerning the particulars of such programs including, among others, questions of eligibility, limitations, duration and amount, shall be determined by the Trustees.

4. The League and the Union will request that the Trustees consider ways to expand the number and location of conferences, workshops and seminars which may be attended particularly by professional Employees in order for them to keep abreast of developments in their fields.

5. The Employer will make a good faith effort to adjust schedules so that Employees can take training courses.

6. The Employer will make a good faith effort to make space available for training.

ARTICLE XXIII Benefit Fund

1. The Employer shall continue to contribute to the 1199SEIU National Benefit Fund for Health and Human Service Employees ("NBF") in an amount equal to the percentage as specified in this Article XXIII, paragraph 5(c) below, multiplied by the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment, reduced by contribution credits, if any, approved by the NBF Trustees.

Such payments shall be used by the Trustees of the NBF for the purpose of providing the Employees with social benefits, e.g., medical benefits, disability benefits, death benefits and hospital benefits as the Trustees of the NBF may from time to time determine.

2. It is agreed that the NBF will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the NBF, the Employer agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The NBF will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Employer.

3. The Trustees shall continue to provide NBF enrollment cards to the Employers in accordance with its prior practice.

4. The Union and the League hereby direct the Trustees to

implement the cost containment measures set forth in Exhibit E.

5. The Union and the League shall appoint a committee that will develop a program to provide the best possible health care and health benefits.

(a) In designing this program, the Union and the League agree to be guided by the following objectives. The NBF will:

(i) Promote health and prevent disease;

(ii) Provide comprehensive health benefits in a cost-effective manner, and when fully operational, at no costs to covered Employees and their eligible dependents;

(iii) Provide improved access to high quality health care providers participating in the Plan;

(iv) Seek to eliminate and/or eliminate all Employee out-of-pocket cost through maximizing the availability of services from member institutions and affiliated, participating providers (including but not limited to physicians, dentists and mental health providers);

(v) Permit Employees and their eligible dependents to exercise choice of providers;

(vi) Seek ways through management of quality, utilization and price to restrain the growth in cost while maintaining the scope and improving the quality of services.

(b) To achieve these objectives the Union and the League direct the NBF Trustees to develop a comprehensive health care service network organized around a core of accessible, high quality primary care providers in accordance with the substantive provisions contained in the agreement between the League and 1199 dated June 28, 1994.

(c) Effective as of the June 1, 2004 general wage increase (or later date as provided in Article XLIII paragraph 2, but in no event later than January 1, 2005), the contribution rate shall be 20.85% of gross payroll as defined in paragraph 1. Effective May 1, 2005 and each twelve (12) months thereafter the rate shall be adjusted, as determined by the Fund actuary, to the level required to maintain all existing benefits including those improved in this Agreement and a minimum one (1) month surplus (defined as a surplus equal to one (1) month's contributions) through the expiration of the contract.

(d) The League and its member institutions agree:

(i) To expand the NBF's preferred provider program, the League will make maximum effort to encourage its member institutions to recruit affiliated physicians, mental health providers, dentists and other providers to accept NBF reimbursement as payment in full for medical, dental and all ancillary services.

(ii) To designate appropriate top management with

authority to implement this program with the NBF.

(iii) To sponsor and conduct at the work place, with the NBF, health promotion/disease prevention programs which may include hypertension testing and treatment, breast cancer screening, nutrition, smoking cessation and other wellness programs.

(e) The medical reimbursement schedule will be increased to the 2003 Medicare Schedule effective June 1, 2003.

(f) A Cost Savings Committee ("Committee") consisting of the President of the Union and the President of the League shall be established. The functions of the Committee include establishing a baseline for measurement, setting benchmarks and milestones, measuring the results of and monitoring the effect of the savings program referred to in this Agreement. The Committee shall also seek additional ways to improve the cost efficiency of the Benefit Fund.

Effective May 1, 2005, and every twelve (12) months thereafter, a consultant retained by the Committee shall determine if the anticipated savings are being achieved. In the event of a shortfall, the President of the League and the President of the Union shall decide whether to direct a diversion from the PF to the BF to make up such shortfall.

In addition, the Committee shall review and make recommendations to streamline the Funds collection procedures in Article XXV of the CBA.

ARTICLE XXIV

Pension

1. (a) Except as provided below, Employers shall contribute each month to the 1199SEIU Health Care Employees Pension Fund ("PF") in an amount equal to six and three-quarters percent (6.75%) of gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees for the first two (2) months following the beginning of their employment.

Such payments shall be used by the Trustees of the PF for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the said PF may from time to time determine.

(b) As of February 1, 2004, the PF actuary will review the wage and earnings assumptions and the six and three quarters percent (6.75%) contribution rate. If he/she concludes that any change is advisable, he/she will make appropriate recommendations which shall be referred to the President of the Union and the President of the League. In the event of a dispute, resolution shall be by CIPC process.

(c) Pension Contribution Diversions. Suspensions of contributions to and diversions of contributions from the Pension Fund shall be as set forth in the side letter attached to this Agreement. (See pages 109-112.)

2. Pension Improvements

(a) Current Retirees' Pension Benefits shall be increased by four percent (4%) effective April 1, 2005, two percent (2%) effective February 1, 2006, three percent (3%) effective May 1, 2007 and three percent (3%) effective April 1, 2008.

(b) Effective April 1, 2005, increase the multiplier used for calculating benefits based upon future service from 1.76 to 1.85.

3. Such PF at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

4. The Employer shall not withdraw from the Social Security Program.

ARTICLE XXV

**Enforcement of Articles IXA, XXII, XXIII, XXIV, XXXVII
and XLII (the Funds)**

1. The Employer shall remit the contributions required under Articles IXA, XXII, XXIII, XXIV, XXXVII and XLII to the Funds on a monthly basis, based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August. The Employer shall submit regular monthly reports with its contributions in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to Articles IXA, XXII, XXIII, XXIV, XXXVII and XLII of this Agreement.

2. The Employer agrees to make available to the Funds such records of Employees as classifications, names, social security numbers, days worked, and accounts of payroll and/or wages paid which the Funds may require in connection with the sound and efficient operation of the Funds or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit Accountants for the Funds to audit such records of the Employer. It is the agreement of the League, the Union and the Funds to implement electronic transmission of contributions and reports and to streamline reporting requirements. The League, the Union and the Funds will meet to discuss the most practicable implementation program to achieve this objective. Electronic

transmission of contributions and reports shall be as set forth in the side letter attached to this Agreement. (See page 138.)

3. If a payment or payments are not made in compliance with paragraph 1 of this Article XXV, the Employer shall, from and after the due date thereof, and until full payment of arrears is made pay interest on such arrears at the rate of one and one-half percent (1-1/2%) per month or the maximum permitted by law, whichever is less. In addition, there shall be prompt arbitration thereof before the Impartial Arbitrator designated under this Article. The Arbitrator is hereby empowered to:

(a) direct the remedying of such violations up to the date of hearing that have not been cured;

(b) direct that there shall be no further violations of such provision(s) of these Articles;

(c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by the Employer:

(i) for an uncontested proceeding, the lesser of ten percent (10%) of the amount found due to each Fund or five hundred dollars (\$500) to each Fund involved.

(ii) for a contested proceeding, the lesser of twenty percent (20%) of the amount found due to each Fund or one thousand dollars (\$1,000) to each Fund involved.

(d) In the event that an Employer fails to make payment of contributions as required by Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, the Arbitrator shall also have the power to require the properly authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

4. Notwithstanding the foregoing, in cases where an Employer has voluntarily agreed to a verification of the amounts contributed to a Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Funds, the Employer shall not be obligated to make retroactive interest payments or payment of costs and expenses pursuant to paragraph 3(c) of this Article XXV where the Employer proves to the satisfaction of the Arbitrator designated under this Article that the principal amounts at issue were not contributed because of a genuine oversight by the Employer. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately preceding paragraph from and after the earlier of the following dates: (1) the date of the Award of the Arbitrator designated under this Article; or (2) thirty (30) days following receipt

of a written request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

5. Alan R. Viani is hereby designated as the Impartial Arbitrator to hear and determine any disputes which may arise between the parties with regard to payment of contributions and/or interest under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII and the enforcement thereof under Article XXV. Such arbitration shall be heard no later than ten (10) days after written request for arbitration is submitted to the Arbitrator. The Award of the Arbitrator shall be issued within five (5) days thereafter. In the event of a vacancy in this position for whatever cause, the parties shall expedite the selection of an arbitrator to fill the vacancy. If the parties are unable to agree, such disputes shall be handled in accordance with Article XXXII until such time as the parties do agree on a replacement.

6. In the event that the attorneys for the Fund(s) or the Union are required to move in court for confirmation of the Award or to oppose a stay and/or motion to vacate or set aside the Award in whole or in part, reasonable attorney's fees shall be imposed by the Court, if the Award is confirmed or the stay denied. Service of notices, papers, petitions, summonses or other process to enforce or confirm awards or judgments with respect to the collection of contributions to the Fund may be by certified or registered mail.

7. In the event that the Trustees of the Fund(s) have terminated benefit coverage or pension credits to Employee(s) because the Employer has failed to comply with the contribution requirements of Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, then the Employer shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by the Employer pursuant to this paragraph may not be credited or offset by the Employer against the amounts due the Fund(s) under Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII, it being understood that the Employer shall continue to be obligated to make contributions to the Fund(s) in accordance with Articles IXA, XXII, XXIII, XXIV, XXXVII and/or XLII. However, in the event that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to a credit equal to sixty-five percent (65%) of the actual audited benefits paid directly, but shall in addition be liable for the costs of auditing such direct payments in the amount of fifteen percent (15%) of such amount.

8. Each of the Funds shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust,

and any amendments thereof, which provides for equal representation by the Union and the Employers contributing to that Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. Such Trust Agreement shall provide for bloc voting.

9. An independent audit of each Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

10. The League and the Union agree that on request by the Union, they will execute an agreement prospectively reducing the contribution rate to the PF and simultaneously increasing the contribution rate to the NBF and/or the TUF. The total amount of contributions redirected to the NBF and/or TUF shall be in the same amount as the reduction in contributions to the PF.

11. The Employer agrees that the provisions of Articles IXA, XXII, XXIII, XXIV, XXV, XXXVII and XLII, will continue in full force and effect in the event of any change in the name, composition or structure of any or all of the Funds or the creation of any successor fund which assumes the responsibility to provide the same or similar benefits to the Employees covered by this Agreement, which change or changes are consented to by a majority of the Union Trustees and a majority of the Employer Trustees designated by the League or by operation of law. In the latter event, all payment and other obligations referred to herein will be to the successor fund.

ARTICLE XXVI

Uniforms

1. The Employer shall provide, launder and maintain any uniforms which it requires the Employees to wear, except where an amount of money is allocated for such purposes as set forth below.

2. There shall be paid the following uniform allowance:

To Licensed Practical Nurses - \$175 per year

To Dieticians - \$175 per year

3. In cases where an Employee purchases, launders or maintains required uniforms, an appropriate allowance shall be negotiated.

ARTICLE XXVII

Management Rights

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the

working force; to plan, direct and to control operations, to discontinue, subject to the provisions of paragraph 3 of this Article, or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. Subcontracting.

(1) Employers who are presently subcontracting all or any part of their present services of whatever nature or description to other employers who pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction.

(2) Employers who are now subcontracting all or any part of their present services to other Employers who however, do not pay the economic equivalent of the total compensation package provided for in this Agreement, including wages, benefits and other labor costs, may continue to do so without restriction provided that the total amount of such services presently so subcontracted shall remain at the current existing level. In the event, however, that the present level* of such subcontracted services shall, at any time in the future, be increased by a figure in excess of twenty percent (20%) of the present total amount of such subcontracted services, then and in that event the parties shall attempt to negotiate a solution concerning such increase. Partial increases in the level of such subcontracted services are not to be considered until the totality of such increases reach or exceed the aforesaid twenty percent (20%) figure. Failure to arrive at an adjustment within twenty (20) days after such increase, the matter shall be submitted to an impartial arbitrator, whose function it shall be to determine (a) the ability or inability of the Employer to accommodate itself (because of a manpower shortage or any other legitimate reason) to the

*The term "present level" when used in this Article XXVII refers to the date specified in the Cahn Award.

increased services without the need to subcontract to an employer which does not pay the economic equivalent of the total compensation package, including wages, benefits and other labor costs, provided for in this Agreement; (b) the health, safety and welfare of the Employer's patients who might be affected by the alleged inability of the Employer to accommodate itself to the required increase in services. This factor (b) shall be deemed and considered as the prime objective; (c) the purpose and function of the subcontracted work must be given first consideration and not the nature of the job duties or skills of the individual Employees.

(3) In the event that two or more Employers covered by a collective bargaining agreement with the Union shall at any time in the future desire to combine for the purpose of creating a centralized agency to perform services of any kind, nature or description theretofore required by the Employer participating in such centralized agency, the transfer of such services to such centralized agency shall not be deemed nor considered as subcontracting provided that the services so performed by the centralized agency shall be performed by members of the Union and that such centralized agency enter into a collective bargaining agreement with the Union, which shall contain the same terms and conditions as are presently contained in the current Collective Bargaining Agreement, or as such terms and conditions shall be amended by any subsequent Collective Bargaining Agreement.

(4) Except insofar as it is limited by item (2) hereof, no Employer shall hereafter subcontract to any profit or non-profit organization any of its (a) service and/or maintenance work, (b) clerical and/or office work, (c) licensed practical nurse work of any kind, nature or description. Employers who are presently subcontracting any part of the above listed work may continue to do so but in the event, however, that the level of such presently subcontracted services shall, at any time in the future, be increased by a figure in excess of twenty percent (20%) of the total amount of such presently subcontracted services, then and in that event the procedures for adjustment and the criteria outlined in Section (2) hereof shall become applicable. The itemization of (a), (b) and (c) above listed shall be deemed to include but shall not be limited to kitchen operations, laundry services, dietary service, housekeeping services, day-to-day service and maintenance work having to do with upkeep functions which are routine or frequently recurring rather than unusual or infrequent, janitorial work, porter work, clerical, office accounting work, etc.

(5) Except insofar as it is limited by items (2) and (4) hereof, any Employer which presently subcontracts for the preparation and purchase of kosher or other specialized foods may continue to

do so. In the event an Employer shall be required to increase such presently subcontracted services by a figure in excess of twenty percent (20%) of the present total amount of such subcontracted services, then the procedures outlined in Section (2) hereof shall become applicable.

(6) In the event of any emergency such as fire, epidemic, power failure, machine breakdown, war, major catastrophe and the like, any Employer may subcontract part or all of any of its services for the duration of the emergency. This itemization shall not be deemed nor construed as being limited solely to the above listed emergencies.

(7) Any Employer may, if it desires, subcontract any and all technical and/or laboratory services which, in the Employer's opinion and judgment, it cannot properly, adequately nor fully perform so as to protect the health, safety and welfare of its patients. In the event, however, that the Union shall claim an abuse of such judgment then the procedures for adjustment of that claim shall be resolved in accordance with the method and tests set forth in item (2) hereof. This section shall not be deemed nor considered as applying to those Employees who may be attached to the laboratory or technical staff and classified as laboratory or technical Employees, but who are performing maintenance, porter, cleaning or upkeep services for the laboratory and/or technical department.

(8) Any Employer may subcontract any and all diagnostic and/or specialized medical services which would improve its diagnostic abilities and/or specialized medical services involving the health and welfare of its patients whenever such member is unequipped, because of a manpower shortage or absence of appropriate mechanical, electrical or electronic equipment to provide its patients with such care. If, at any time in the future, any one or more of these elements are substantially reduced or the member acquires the appropriate mechanical, electric or electronic equipment, then and in that event the question of whether or not such member shall thereafter itself perform such services shall be submitted to negotiation, and failing adjustment, the procedures and tests outlined in Section (2) hereof shall become applicable.

(9) The parties agree to appoint a joint committee to study subcontracting.

4. Monitoring and Enforcement of Recognition and Subcontracting Provisions.

(a) The Employer shall provide the Union with a semi-annual report including name, date of hire and job title, for all non-union positions below supervisor which were created since July 1, 1984 in departments where bargaining unit work is being performed. Such report will include non-supervisory clerical

Employees, Employees in such titles as Assistant Supervisor, Coordinator, Lead Worker, Analyst, Technical Supervisor, Administrative Assistant, Supervisory Assistant and any other non-supervisory positions in the department.

In addition, the Employer will provide a count of the number of supervisory staff who supervise bargaining unit positions by department (in the Nursing Department, RN and titles above RN shall not be included).

(b) The Employer shall provide the Union with a semi-annual staffing/payroll report by department, which shall include name, Social Security number, date of hire, salary and hours worked, for all bargaining unit members including full-time and part-time Employees, as well as one-fifth (1/5) or less part-timers, temporary, or contingent workers, etc.

(c) The Employer will also include in the semi-annual report all utilization of agency personnel covering bargaining unit vacancies, temporary positions or emergency leaves and all bargaining unit vacancies by department for which the Employer is recruiting, including date the vacancy began and how the vacancy is being covered. Such report will be submitted in a mutually agreed upon format.

(d) The report shall include job descriptions for all positions including non-union positions as stated in subsection (a) above and any job description which has been changed from the last reporting period.

(e) The Employer will provide an annual report of all subcontracting identifying subcontractor, nature and volume of work performed in those departments included in the bargaining unit and the time period during which such subcontracting took place in that year.

(f) The above reports shall be submitted in a mutually agreed format which may include a Lotus format.

(g) The Employer shall not be required to file duplicates of any information previously provided as part of the informational request for the 1998 negotiations.

(h) Submission of this information shall not be deemed an admission or agreement that the Union represents any of the non-union positions. Criteria which shall determine whether a position is in the bargaining unit include but are not limited to if the Employee performs bargaining unit work and if these duties include legitimate supervisory functions.

(i) The Employer agrees to meet with the Union upon request to discuss the contents of said reports. If disputes arise about whether the Employee in subsection (a) above should be covered by this Agreement or, if work is being subcontracted in

violation of the subcontracting clause or, if the recognition clause is being violated, such disputes shall be submitted to the expedited mediation and arbitration procedure set forth in Article XXXIA and XXXII or to CIPC under its procedures.

ARTICLE XXVIII

Resignation

1. An Employee who resigns shall give the Employer advance notice equal to the initial annual vacation entitlement for his/her job classification.

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to such payment, provided it was possible for the Employee to have given such notice.

ARTICLE XXIX

Discharge and Penalties

1. The Employer shall have the right to discharge, suspend or discipline any Employee for cause.

2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance machinery.

If the Union notice of contest is given from six (6) days to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

4. The term "patient" for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment in clinics or emergency rooms, as well as those already admitted.

5. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.